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NORTHERN DISTRICT OF CALIFORNIA

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11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 JUDD ELIASOPH, on behalf of himself and all
 others similarly situated,

14 Plaintiff,

15 v.

16 LG PHILIPS LCD CO., LTD.; LG PHILIPS LCD
 17 AMERICA, INC.; SAMSUNG ELECTRONICS
 CO. LTD.; SHARP CORPORATION; SHARP
 18 ELECTRONICS CORPORATION; TOSHIBA
 CORPORATION; TOSHIBA MATSUSHITA
 19 DISPLAY TECHNOLOGY CO., LTD.; HITACHI
 LTD.; HITACHI DISPLAYS, LTD.; HITACHI
 20 AMERICA LTD.; HITACHI ELECTRONIC
 DEVICES (USA), INC.; SANYO EPSON
 21 IMAGING DEVICES CORPORATION; NEC
 CORPORATION; NEC LCD TECHNOLOGIES,
 22 LTD.; NEC ELECTRONICS AMERICA, INC.;
 IDT INTERNATIONAL LTD.; AU OPTRONICS;
 23 INTERNATIONAL DISPLAY TECHNOLOGY
 CO., LTD.; INTERNATIONAL DISPLAY
 24 TECHNOLOGY USA INC.; AU OPTRONICS
 CORPORATION AMERICA; CHI MEI
 25 OPTOELECTRONICS; CHI MEI
 OPTOELECTRONICS USA, INC.; CHUNGHWA
 26 PICTURE TUBES LTD.; and HANNSTAR
 DISPLAY CORPORATION

27 Defendants.
 28

Case No.

106-7588

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff, by his attorneys, brings this civil action for damages and injunctive
2 relief on behalf of himself and all others similarly situated against the above-named
3 Defendants, and demanding a trial by jury, complain and allege as follows:

4 **JURISDICTION AND VENUE**

5 1. This complaint is filed under Section 16 of the Clayton Act
6 (15 U.S.C. §26) to obtain injunctive relief for violations of Section 1 of the Sherman Act
7 (15 U.S.C. §1), to recover damages under state antitrust and consumer protection laws, and
8 to recover the costs of suit, including reasonable attorneys' fees, for the injuries that
9 Plaintiff and all others similarly situated sustained as a result of the Defendants' violations
10 of those laws.

11 2. The Court has jurisdiction over the federal claim under 28 U.S.C.
12 §§1331 and 1337. The Court has jurisdiction over the state law claims under 28 U.S.C.
13 §1367 because those claims are so related to the federal claim that they form part of the
14 same case or controversy. The Court also has jurisdiction over the state law claims under
15 28 U.S.C. §1332 because the amount in controversy for the Class exceeds \$5,000,000, and
16 there are members of the Class who are citizens of a different state than the defendants.

17 3. Venue is proper in this District under 15 U.S.C. §22 and 28 U.S.C.
18 §1391 because defendants reside, transact business, or are found within this District, and a
19 substantial part of the events giving rise to the claims arose in this District.

20 4. The activities of the Defendants and their co-conspirators, as
21 described herein, were within the flow of, were intended to, and did have a substantial
22 effect on the foreign and interstate commerce of the United States.

23 **DEFINITIONS**

24 5. As used herein, the term "TFT-LCD Products" means Thin Film
25 Transistor Liquid Crystal Display products, including such products as are used in
26 televisions, computer (both desktop and notebook) monitors, mobile phones, personal
27 digital assistants ("PDA's") and other devices.

1 6. As used herein, the term "Class Period" means the time period
2 extending from at least January 1, 1998 through at least December 31, 2005.

3 **THE PARTIES**

4 **The Plaintiff**

5 7. Plaintiff Judd Eliasoph, a California resident, indirectly purchased
6 TFT-LCD Panels from one or more of the Defendants during the Class Period, for end use
7 and not for resale, and was injured as a result of Defendants' illegal conduct.

8 **The Defendants**

9 8. Defendant LG Philips LCD Co., Ltd. ("LG Philips") is a Korean
10 entity with its principal place of business located at 20 Yoido-dong, Youngdungpo-gu, Seoul
11 150-721, Republic of Korea. LG Philips is a joint venture created in 1999 by Philips
12 Electronics NV and LG LCD. LG Philips maintains offices within this District in San Jose,
13 California. In its Form 6-K filed on December 11, 2006 with the United States Securities
14 and Exchange Commission ("SEC"), LG Philips stated that it "is a leading manufacturer
15 and supplier of thin-film transistor liquid crystal display (TFT-LCD) panels"; that it
16 "manufactures TFT-LCD panels in a wide range of sizes and specifications for use in TVs,
17 monitors, notebook PCs, and various applications"; that it "currently operates seven
18 fabrication facilities and four back-end assembly facilities in Korea, China and Poland."
19 (<http://www.lgphilips-lcd.com/homeContain/jsp/eng/inv/inv200_j_e.jsp>). During the
20 Class Period, LG Philips manufactured, sold and distributed TFT-LCD Products to
21 customers throughout the United States.

22 9. Defendant LG Philips LCD America, Inc. is an entity organized
23 under the laws of California with its principal place of business located in this District at
24 150 East Brokaw Rd., San Jose, CA 95112. During the Class Period, LG Philips LCD
25 America, Inc. manufactured, sold and distributed TFT-LCD Products to customers
26 throughout the United States.

27 10. Defendant Samsung Electronics Co. Ltd. ("Samsung") is a business
28 entity organized under the laws of South Korea, with its principal place of business at

1 Samsung Main Building 250-2 ga, Taepyung-ro Chung-gu, Seoul, Korea. During the Class
2 Period, Samsung manufactured, sold and distributed TFT-LCD Products to customers
3 throughout the United States.

4 11. Defendant Sharp Corporation is a business entity organized under the
5 laws of Japan, with its principal place of business at 22-22 Nagaike-cho, Abeno-ku, Osaka
6 545-8522, Japan. During the Class Period, Sharp Corporation manufactured, sold and
7 distributed TFT-LCD Products to customers throughout the United States.

8 12. Defendant Sharp Electronics Corporation is a wholly owned and
9 controlled subsidiary of Sharp Corporation, with its principal place of business at Sharp
10 Plaza, Mahwah, New Jersey, 07430. During the Class Period, Sharp Electronics
11 Corporation manufactured, sold and distributed TFT-LCD Products to customers
12 throughout the United States. Sharp Corporation and Sharp Electronics Corporation are
13 referred to collectively herein as "Sharp."

14 13. Defendant Toshiba Corporation is a business entity organized under
15 the laws of Japan, with its principal place of business at 1-1, Shibaura 1-chome, Minato-ku,
16 Tokyo 105-8001, Japan. During the Class Period, Toshiba Corporation manufactured, sold
17 and distributed TFT-LCD Products to customers throughout the United States.

18 14. Defendant Toshiba Matsushita Display Technology Co., Ltd. is a
19 business entity organized under the laws of Japan with its principal place of business located
20 at Rivage Shinagawa, 1-8, Konan 4-chome, Minato-ku, Tokyo 108-0075, Japan. Defendant
21 Toshiba Corporation states on its website the following regarding Toshiba Matsushita
22 Technology Co., Ltd.: "[a]dvanced capabilities in LCD and organic LED displays drive
23 product development and production and enhanced sales operations with a truly worldwide
24 reach. The company is the undisputed leader in low temperature polysilicon TFT
25 technology, the preferred display for mobile devices and the underpinning technology for
26 organic LED, the next generation display-of-choice for a range of products, including thin
27 profile televisions. These leading-edge capabilities support us in providing high value added
28 displays that are light and thin, consume little power and offer excellent image quality."

1 (<<http://www.toshiba.co.jp/worldwide/about/company/tmd.htm>>). During the Class
2 Period, Toshiba Matsushita Display Technology Co., Ltd. manufactured, sold and
3 distributed TFT-LCD Products to customers throughout the United States.

4 15. Toshiba Corporation and Toshiba Matsushita Display Technology
5 Co., Ltd. are referred to collectively herein as "Toshiba."

6 16. Defendant Hitachi Ltd. is a business entity organized under the laws
7 of Japan, with its principal place of business at 6-1 Marunouchi Center Building 13F
8 Chiyoda-ku, Tokyo, 100-8220, Japan. During the Class Period, Hitachi Ltd. manufactured,
9 sold and distributed TFT-LCD Products to customers throughout the United States.

10 17. Defendant Hitachi Displays, Ltd. is a business entity organized under
11 the laws of Japan, with its principal place of business located at AKS Bldg. 5F, 6-2 Kanda
12 Neribeicho 3, Chiyoda-ku, Tokyo, 101-0022, Japan. On its website, Hitachi Displays, Ltd.
13 states that "[w]e provide the world's best products, quality and service to meet the needs of
14 the digital age. These include Hitachi's proprietary Advanced-Super IPS LCDs offering
15 clear pictures from any angle; large-sized LCD modules for TVs using our original moving
16 picture technology; small-sized LCD modules for information terminal devices such as
17 cellular phones and digital cameras with low power consumption and high resolution picture
18 realized by LTPS (low-temperature poly-silicon) technology; and middle-sized colorful
19 LCD modules for amusement devices. We also produce components such as LCD drivers,
20 color filters and back-lights." (<[http://www.hitachi-displays.com/en/company/work/](http://www.hitachi-displays.com/en/company/work/index.html)
21 [index.html](http://www.hitachi-displays.com/en/company/work/index.html)>). During the Class Period, Hitachi Displays, Ltd. manufactured, sold and
22 distributed TFT-LCD Products to customers throughout the United States.

23 18. Defendant Hitachi America Ltd. is a wholly owned and controlled
24 subsidiary of defendant Hitachi Ltd. Hitachi America Ltd. is a business entity organized
25 under the laws of New York, with its principal place of business at 50 Prospect Avenue,
26 Tarrytown, New York, 10591. During the Class Period, Hitachi America Ltd.
27 manufactured, sold and distributed TFT-LCD Products to customers throughout the United
28 States.

1 19. Defendant Hitachi Electronic Devices (USA), Inc. is a wholly owned
2 and controlled subsidiary of Defendant Hitachi Ltd., and is a business entity with its
3 principal place of business located at 575 Mauldin Road Greenville, South Carolina 29607.
4 During the Class Period, Hitachi Electronic Devices (USA), Inc. manufactured, sold and
5 distributed TFT-LCD Products to customers throughout the United States.

6 20. Defendants Hitachi Ltd., Hitachi Displays, Ltd., Hitachi America
7 Ltd. and Hitachi Electronic Devices (USA), Inc. are referred to collectively herein as
8 "Hitachi."

9 21. Defendant Sanyo Epson Imaging Devices Corporation ("Sanyo
10 Epson") is a "a joint venture of Seiko Epson Corporation and Sanyo Electric Co., Ltd.,
11 started operations on October 1, 2004. It combines the liquid crystal display operations of
12 Epson, Sanyo Electric, and Sanyo Group companies Tottori Sanyo Electric Co., Ltd. and
13 Sanyo LCD Engineering Co., Ltd. and mobilizes each company's special fields of
14 miniaturization, high resolution, high definition, and volume production technology."
15 (<<http://www.sanyo-epson.com/e/company/outline/index.html>>). Defendant Sanyo
16 Epson's principal place of business is located at World Trade Center Building 15F, 2-4-1
17 Hamamatsu-cho, Minato-ku, Tokyo Japan. During the Class Period, Sanyo Epson
18 manufactured, sold and distributed TFT-LCD Products to customers throughout the United
19 States.

20 22. Defendant NEC Corporation is a business entity organized under the
21 laws of Japan with its principal place of business located at 7-1, Shiba 5-chome, Minato-ku,
22 Tokyo 108-8001 Japan. During the Class Period, NEC Corporation manufactured, sold and
23 distributed TFT-LCD Products to customers throughout the United States.

24 23. Defendant NEC LCD Technologies, Ltd. is a wholly owned and
25 controlled subsidiary of Defendant NEC Corporation, and is an entity organized under the
26 laws of Japan with its principal place of business located at 1753 Shimonumabe, Nakahara-
27 Ku, Kawasaki, Kanagawa 211-8666, Japan. During the Class Period, NEC LCD
28

1 Technologies, Ltd. manufactured, sold and distributed TFT-LCD Products to customers
2 throughout the United States.

3 24. Defendant NEC Electronics America, Inc. ("NEC") is a wholly
4 owned and controlled subsidiary of NEC Electronics Corporation, with its principal place of
5 business at 2880 Scott Boulevard, Santa Clara, California and its manufacturing plant in
6 Roseville, California. During the Class Period, NEC manufactured, sold and distributed
7 TFT-LCD Products to customers throughout the United States.

8 25. Defendant IDT International Ltd. is an entity organized under the
9 laws of Bermuda with its principal place of business located at Block C, 9th Floor, Kaiser
10 Estate Phase 1, 41 Man Yue Street, Hunghom, Kowloon, Hong Kong. During the Class
11 Period, IDT International Ltd. manufactured, sold and distributed TFT-LCD Products to
12 customers throughout the United States.

13 26. Defendant International Display Technology Co., Ltd. is an entity
14 organized under the laws of Japan with its principal place of business located at Nansei
15 Yaesu Bldg. 3F, 2-2-10 Yaesu, Chuo-Ku, Tokyo 104-0028, Japan. Defendant International
16 Display Technology Co., Ltd. is a subsidiary of Defendant Chi Mei Optoelectronics
17 Corporation. During the time period covered by this Complaint, Defendant International
18 Display Technology Co., Ltd. manufactured, sold, and distributed TFT-LCD Products to
19 customers throughout the United States.

20 27. Defendant International Display Technology USA Inc. is corporation
21 with its principal place of business located at 101 Metro Drive Suite 510, San Jose,
22 California. Defendant International Display Technology USA Inc. is a subsidiary of
23 Defendant Chi Mei Optoelectronics Corporation. During the time period covered by this
24 Complaint, Defendant International Display Technology USA Inc. manufactured, sold, and
25 distributed TFT-LCD Products to customers throughout the United States.

26 28. Defendant AU Optronics is Taiwan's largest manufacturer of TFT-
27 LCD Products and has its corporate headquarters at No. 1, Li-Hsin Rd. 2, Hsinchu Science
28 Park, Hsinchu 30078, Taiwan, R.O.C. During the Class Period, AU Optronics.

1 manufactured, sold and distributed TFT-LCD Products to customers throughout the United
2 States.

3 29. Defendant AU Optronics Corporation America (“AUOCA”) is a
4 wholly owned and controlled subsidiary of defendant AU Optronics and has its corporate
5 headquarters at 9720 Cypresswood Drive, Suite 241, Houston, Texas. AUOCA has a
6 facility located in San Diego, California, During the Class Period, AUOCA manufactured,
7 sold and distributed TFT-LCD Products to customers throughout the United States.

8 30. Defendant Chi Mei Optoelectronics Corporation (“Chi Mei”) is a
9 leading manufacturer of TFT-LCD Products and has its global headquarters at No. 3,
10 Sec. 1, Huanshi Rd., Southern Taiwan Science Park, Sinshih Township, Tainan County,
11 74147 Taiwan R.O.C. During the Class Period, Chi Mei manufactured, sold and distributed
12 TFT-LCD Products to customers throughout the United States.

13 31. Defendant Chi Mei Optoelectronics USA, Inc. is a wholly owned and
14 controlled subsidiary of Chi Mei and has its corporate headquarters at 101 Metro Drive
15 Suite 510, San Jose, California. During the Class Period, Chi Mei Optoelectronics USA,
16 Inc. manufactured, sold and distributed TFT-LCD Products to customers throughout the
17 United States.

18 32. Defendant Chunghwa Picture Tubes Ltd. (“Chunghwa”) is a leading
19 manufacturer of TFT-LCD Products and has its global headquarters at 1127 Hopin Rd.,
20 Padeh City, Taoyuan, Taiwan, R.O.C. During the Class Period, Chunghwa manufactured,
21 sold and distributed TFT-LCD Products to customers throughout the United States.

22 33. Defendant HannStar Display Corporation (“HannStar”) is a leading
23 manufacturer of TFT-LCD Products and has its headquarters at No. 480, Rueiguang Road,
24 12th Floor, Neihs Chiu, Taipei 114, Taiwan, R.O.C. During the Class Period, HannStar
25 manufactured, sold and distributed TFT-LCD Products to customers throughout the United
26 States.

1 Co-Conspirators

2 34. Various others, presently unknown to Plaintiff, participated as co-
3 conspirators with the Defendants in the violations of law alleged in this Complaint and have
4 engaged in conduct and made statements in furtherance thereof.

5 35. The acts charged in this Complaint have been done by Defendants and
6 their co-conspirators, or were authorized, ordered or done by their respective officers,
7 agents, employees or representatives while actively engaged in the management of each
8 Defendant's business or affairs.

9 36. Each of the Defendants named herein acted as the agent or joint
10 venturer of or for the other Defendants with respect to the acts, violations and common
11 course of conduct alleged herein.

12 CLASS ACTION ALLEGATIONS

13 37. Plaintiff brings this suit as a class action pursuant Rules 23(b)(2) and
14 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and a Plaintiff Class
15 ("the Class") composed of and defined as follows:

16 All persons and entities residing in the United States who, from
17 January 1, 1998 through December 31, 2005, purchased TFT-LCD
18 Products in the United States indirectly from the Defendants for their
19 own use and not for resale. Specifically excluded from this Class are
20 the Defendants; the officers, directors or employees of any
21 Defendant; any entity in which any Defendant has a controlling
22 interest; and any affiliate, legal representative, heir or assign of any
23 Defendant. Also excluded are any federal, state or local
24 governmental entities, any judicial officer presiding over this action
25 and the members of his/her immediate family and judicial staff, and
26 any juror assigned to this action.

27 38. This action has been brought and may be properly maintained as a
28 class action pursuant to Rule 23 of the Federal Rules of Civil Procedure for the following
29 reasons:

30 a. The Class is ascertainable and there is a well-defined community of
31 interest among the members of the Class;

32 b. Based upon the nature of the trade and commerce involved and the
33 number of indirect purchasers of TFT-LCD Products, Plaintiff believes that the

1 members of the Class number in the thousands, and therefore is sufficiently
2 numerous that joinder of all Class members is not practicable;

3 c. Plaintiff's claims are typical of the claims of the members of the Class
4 because Plaintiff indirectly purchased TFT-LCD Products from one or more of the
5 Defendants or their co-conspirators, and therefore Plaintiff's claims arise from the
6 same common course of conduct giving rise to the claims of the members of the
7 Class and the relief sought is common to the Class;

8 d. The following common questions of law or fact, among others, exist
9 as to the members of the Class: whether Defendants formed and operated a
10 combination or conspiracy to fix, raise, maintain or stabilize the prices of, or
11 allocate the market for, TFT-LCD Products;

- 12 i. whether the combination or conspiracy caused TFT-LCD Products
13 prices to be higher than they would have been in the absence of
14 Defendants' conduct;
- 15 ii. the operative time period of Defendants' combination or conspiracy;
- 16 iii. whether Defendants' conduct caused injury to the business or property
17 of Plaintiff and the members of the Class;
- 18 iv. the appropriate measure of the amount of damages suffered by the
19 Class;
- 20 v. whether Defendants' conduct violates Section 1 of the Sherman Act;
- 21 vi. whether Defendants' conduct violates Sections 16720 and 17200 of
22 the California Business and Professions Code;
- 23 vii. whether Defendants' conduct violates the antitrust, unfair competition,
24 and consumer protection laws of the other states as alleged below; and
- 25 viii. the appropriate nature of class-wide equitable relief.

26 e. These and other questions of law or fact which are common to the
27 members of the Class predominate over any questions affecting only individual
28 members of the Class;

1 f. After determination of the predominate common issues identified
2 above, if necessary or appropriate, the Class can be divided into logical and
3 manageable subclasses;

4 g. Plaintiff will fairly and adequately protect the interests of the Class in
5 that Plaintiff has no interests that are antagonistic to other members of the Class and
6 has retained counsel competent and experienced in the prosecution of class actions
7 and antitrust litigation to represent himself and the Class;

8 h. A class action is superior to other available methods for the fair and
9 efficient adjudication of this litigation since individual joinder of all damaged Class
10 members is impractical. The damages suffered by individual Class members are
11 relatively small, given the expense and burden of individual prosecution of the
12 claims asserted in this litigation. Thus, absent the availability of class action
13 procedures, it would not be feasible for Class members to redress the wrongs done
14 to them. Even if the Class members could afford individual litigation, the court
15 system could not. Further, individual litigation presents the potential for inconsistent
16 or contradictory judgments and would greatly magnify the delay and expense to all
17 parties and to the court system. Therefore, the class action device presents far fewer
18 case management difficulties and will provide the benefits of unitary adjudication,
19 economy of scale and comprehensive supervision by a single court;

20 i. Defendants have acted, and refused to act, on grounds generally
21 applicable to the Class, thereby making appropriate final injunctive relief with
22 respect to the Class as a whole; and

23 j. In the absence of a class action, Defendants would be unjustly
24 enriched because they would be able to retain the benefits and fruits of their
25 wrongful conduct.

26 39. The Claims in this case are also properly certifiable under the laws of
27 the State of California, and of the other individual states identified below in the Fourth and
28 Fifth Claims for Relief.

NATURE OF TRADE AND COMMERCE

40. Throughout the Class Period, Defendants and their co-conspirators engaged in the business of marketing and selling TFT-LCD Products throughout the United States.

41. As Defendant LG Philips states on its website, “the thin-film transistor liquid crystal display (“TFT-LCD”) is a cutting-edge display, which screens picture information by adjusting the amount of light permitted.” (<http://www.lgphilips-lcd.com/homeContain/jsp/eng/tech/tech210_j_e.jsp>). LG Philips further states that “TFT is a circuit formed with semiconductor films on a thin glass substrate to control liquid crystals.... This circuit plays a vital role in controlling each pixel, the basic unit of a picture image. The color filter displays a color image by coating the pixel (red, green and blue) on a glass substrate.” *Id.*

42. At the portion of its website entitled “How TFT-LCD Works” Defendant LG Philips explains:

A pixel, the smallest unit to indicate a picture image, is formed by three sub-pixels consisting of red, green, and blue. The number of pixels arranged in a display determines the resolution of the TFT-LCD. TFT is composed of the data line (image signal transfer) and gate line (TFT on/off signal transfer). TFT existing in each sub-pixel controls the voltage difference between the TFT glass electrode and the color filter glass electrode in order to adjust the molecular array of liquid crystals. Such a change in the molecule direction of liquid crystals alters the amount of light penetrating the liquid crystal layer. Consequently, the TFT-LCD display shows picture image information.

(<http://www.lgphilips-lcd.com/homeContain/jsp/eng/tech/tech210_01_j_e.jsp>)

43. The company describes some of the applications for TFT-LCD technology as follows:

TFT-LCD technology has created a wide range of computer and consumer products that would have not been possible with cathode-ray tubes (CRT). The flat and thin attributes of LCDs makes them ideal for mobile or portable applications. In addition, LCDs can operate at low voltage levels and dissipate with low heat exposure. Initially, LCDs were incorporated into notebook computers, similar in size and resolution to 12-14 inch CRT monitors. Through innovation, TFT-LCD engineers were able to develop displays providing much

1 higher resolution than CRTs, in addition to producing them in larger sizes.

2 Today, TFT-LCDs are challenging CRT-based desktop computer
3 monitors. As a result, a wider range of mobile computing applications
4 are now available. Engineers have found ways to reduce weight,
5 thickness, and the frame width of notebook computer displays. New
6 TFT process technologies make it possible to deliver more pixels per
7 inch and allow even portable computers to display more information
8 than the latest CRT monitor. Such technology became available just as
9 DVDs became popular, so consumers can now get DVD players in
10 very thin and light packages. Currently, a similar transformation is
11 occurring with next-generation cell phones and wireless networks.

12 (<http://www.lgphilips-lcd.com/homeContain/jsp/eng/tech/tech210_02_j_e.jsp>).

13 44. The market for TFT-LCD Products is huge. An October 10, 2006
14 article stated that “[m]anufacturers are expected to pump out 48.4 million LCDs for TVs
15 this year alone, up 70 percent over 2005, while flat-panel sales – most of those using LCD
16 technology – are expected to reach \$US 88 billion this year and \$US 100 billion in 2007,
17 according to market research company DisplaySearch.”

18 (<<http://www.theage.com.au/news/home-theatre/they-are-building-it-but-will-lcd-sales-come/2006/10/09/1160246068541.html#>>).

19 45. The market for the manufacture and sale of TFT-LCD Products is
20 also conducive to the type of collusive activity alleged here. That market is oligopolistic in
21 nature. According to data from iSuppli, in 2005, LG Philips had 21.4% of the large TFT-
22 LCD panel global market share, Samsung had 20.9%, AU Optronics had 14.5%, Chi Mei
23 had 11.8%, and Chunghwa had 7.3%, while the remaining suppliers controlled 24.1%.
24 (<<http://www.eetimes.com/showArticle.jhtml?articleID=177101936>>). Samsung took
25 over the leading position in the industry in 2006. (<http://biz.yahoo.com/rb/061211/lgphilips_investigation.html?.v=2>).

26 46. Some of these companies are known antitrust violators. Samsung, for
27 example, was fined \$300 million by the United States Department of Justice (“DOJ”) in
28 October of 2005 for participating in a conspiracy to fix prices for Dynamic Random Access
Memory. It is also under investigation by the DOJ (along with some of the other
Defendants) for fixing prices of Static Random Access Memory.

1 47. The industry is also marked by a web of cross-licensing agreements
2 that facilitate collusion. AU Optronics, for example, entered into licensing arrangements
3 with sharp in 2005 and Samsung in 2006. Chi Mei has licensing arrangements with Sharp,
4 AU Optronics, Chunghwa, HannStar and Hitachi.

5 48. The market for the manufacture and sale of TFT-LCD Products is
6 subject to high manufacturing and technological barriers to entry, some of which are
7 described in Samsung's own November 3, 2005 "Market Perspective & Strategy"
8 presentation available at its website.
9 (< <http://www.samsung.com/AboutSAMSUNG/ELECTRONICSGLOBAL/InvestorRelations/IREventsPresentations/AnalystDay/index.htm> >). Efficient fabrication plants are large
10 and costly. TFT-LCD Products are also subject to technological advances, so that firms
11 within the industry must undertake significant research and development expenses.
12

13 49. The TFT-LCD Products industry has also been subject to significant
14 consolidation during the Class Period, as reflected in AU Optronics' recent acquisition of
15 Quanta Display, the creation in 2001 of AU Optronics itself through the merger of Acer
16 Display and Unipac Optoelectronics, or Fujitsu Limited's transfer of its LCD business to
17 Sharp in 2005.

18 50. Defendants sell their TFT-LCD Products through various channels
19 including to manufacturers of electronic products and devices, and to resellers of TFT-LCD
20 Products. These electronic products and devices and TFT-LCD Products are then sold,
21 directly or indirectly, to consumers and are not altered during the course of sale.

22 51. California is the largest market in the world for TFT-LCD Products
23 and is the worldwide center of the PC industry and other industries that depend upon the
24 TFT-LCD Products market. Statements concerning the prices and market conditions for
25 TFT-LCD Products were disseminated by Defendants from and into California on a regular
26 and continuous basis.

DEFENDANTS' ILLEGAL CONDUCT

52. Defendants and their co-conspirators have engaged in a contract, combination, trust or conspiracy, the effect of which was to raise the prices at which they sold TFT-LCD Products to artificially inflated levels from at least January 1, 1998 through at least December 31, 2005.

53. Very recently, antitrust enforcement authorities in multiple countries have begun investigating this unlawful cartel. On December 11, 2006, Defendant LG Philips, in its Form 6-K filed with the SEC, stated the following:

Last Friday, as part of an investigation of possible anticompetitive conduct in the LCD industry, officials from the Korean Fair Trade Commission (KFTC) visited the offices of LG.Philips LCD in Seoul Korea. In addition, the Japanese Fair Trade Commission (JFTC) issued a notice to our offices, in Tokyo, Japan and then United States Department of Justice (DOJ) issued a subpoena to our offices in San Jose, California.

(< http://www.lgphilips-lcd.com/homeContain/jsp/eng/inv/inv200_j_e.jsp >).

54. On December 11, 2006, the Reuters news agency reported the following:

Samsung Electronics Co. Ltd. (005930.KS) is being investigated by fair trade watchdogs in South Korea, Japan and the United States, the second Korean flat screen maker named in a probe into possible price-fixing, a news agency report said on Tuesday.

The report, from South Korea's Yonhap news agency, follows a disclosure by LG.Philips LCD Co. Ltd. (034220.KS) on Monday that it was the target of an investigation by the Korean Fair Trade Commission (KFTC), the Japanese Fair Trade Commission (JFTC) and had received a subpoena from the U.S. Department of Justice ...

Yonhap cited unnamed regulatory and industry sources in reporting local antitrust authorities were also looking into possible collusion by Samsung and LG.Philips to fix the prices of LCD products and control their supply ...

Late on Monday, a KFTC spokesman said the probe was being conducted by the Cartel Investigation Group.

(< <http://business.scotsman.com/latest.cfm?id=1843512006> >).

55. On December 12, 2006, other companies, including AU Optronics, Sharp, Sanyo Epson, indicated they were under investigation.

56. According to one report, “ [t]he subject of the probe is price fixing,’ Akinori Yamada, a director of management and planning at Japan's Fair Trade Commission, said in Tokyo today. He said LG.Philips and Samsung were being questioned, although he declined to name or give the number of the other companies being investigated. In Washington, U.S. Justice Department spokeswoman Gina Talamona said the agency ‘is investigating the possibility of anticompetitive practices’ and is cooperating with foreign authorities.”

(< <http://www.bloomberg.com/apps/news?pid=20601080&sid=aSF7WY69eUPg&refer=a> sia >). Another report indicated that “Min Chun Hong, an analyst at Goodmorning Shinhan Securities, said that if the companies [Samsung and LG Philips] were convicted, penalties could amount to about 200 billion won, or \$216 million, each.” (< <http://www.iht.com/articles/2006/12/12/business/flat.php> >).

57. Michael Min, an analyst at Korea Investment and Securities, has been quoted as saying that the investigation may be focused on a period over the last several years when manufacturers of TFT-LCD Products were charging comparable prices.

(< <http://www.washingtonpost.com/wp-dyn/content/article/2006/12/12/AR2006121200260.html> >).

58. There are also other indications that defendants have engaged in collusive activity. A “Crystal Cycle” is an industry term that refers to shortages in the supply-and-demand cycle for LCD displays. A recent article in *Infoworld* (available at < http://www.infoworld.com/article/06/06/13/79145_25OPreality_1.html >) cited Chris Connery, an industry analyst at DisplaySearch, as follows: “[a]ccording to Connery, the talk in the industry is that the manufacturers are looking to create an artificial Crystal Cycle. At a recent conference in Taiwan, a leading producer of LCD glass stated publicly that the industry should collectively look at cutting back on production from 100 percent to at least 85 percent. Otherwise, if supply outpaces demand, manufacturers will be forced to cut prices. ... Will the mother-glass manufacturers actually create this artificial shortage? ‘The

1 chatter is growing louder each day,' Connery says." A subsequent *Infoworld* article
2 (< http://www.infoworld.com/article/06/06/12/79223_HNphilipscutslcd_1.html >)
3 noted that the unnamed Taiwanese executive came from AU Optronics.

4 59. Similarly, Samsung's presentation described above noted that "it was
5 possible to secure a reasonable amount of profit while following the industry leaders"
6 during the Class Period.

7 60. Defendants, through their officers, directors and employees,
8 effectuated the aforesaid contract, combination, trust or conspiracy between themselves and
9 their co-conspirators by, among other things:

10 a. participating in meetings and conversations, including through various
11 trade associations and committees, to discuss the prices of TFT-LCD Products in the
12 United States;

13 b. agreeing, during those meetings and conversations, to charge prices at
14 specified levels and otherwise to increase and maintain prices of TFT-LCD Products
15 sold in the United States;

16 c. issuing price announcements and quotations in accordance with the
17 agreements reached; and

18 d. selling TFT-LCD Products to various customers in the United States
19 at non-competitive prices.

20 61. Defendants' contract, combination, trust or conspiracy was centered
21 in, carried out, effectuated and perfected mainly in the State of California. Therefore, all
22 members of the Class, whether or not California residents, are entitled to recover under
23 California law, as well as the laws of their own states.

24 **ACTIVE CONCEALMENT**

25 62. Throughout and beyond the conspiracy, Defendants and their co-
26 conspirators affirmatively and actively concealed their unlawful conduct from Plaintiff.
27 Defendants and their co-conspirators conducted their conspiracy in secret and kept it mostly
28 within the confines of their higher-level executives. Defendants and their co-conspirators

publicly provided pretextual and false justifications regarding their price increases. Defendants and their co-conspirators conducted their conspiracy in secret, concealed the true nature of their unlawful conduct and acts in furtherance thereof, and actively concealed their activities through various other means and methods to avoid detection. Plaintiff did not discover, and could not have discovered through the exercise of reasonable diligence, that Defendants and their co-conspirators were violating the antitrust laws as alleged herein until shortly before this class action litigation was commenced.

63. As a result of the active concealment of the conspiracy by Defendants and their co-conspirators, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

VIOLATIONS ALLEGED

First Claim for Relief

(Violation of Section 1 of the Sherman Act)

64. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

65. Beginning at a time presently unknown to Plaintiff, but at least as early as January 1, 1998 and continuing through December 31, 2005, the exact dates being unknown to Plaintiff, Defendants and their co-conspirators entered into a continuing agreement, understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or stabilize prices for TFT-LCD Products in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C. §1).

66. In formulating and carrying out the alleged agreement, understanding, and conspiracy, the Defendants and their co-conspirators did those things that they combined and conspired to do, including but not limited to the acts, practices, and course of conduct set forth above, and the following, among others:

- a. To fix, raise, maintain and stabilize the price of TFT-LCD Products;
- b. To allocate markets for TFT-LCD Products among themselves;

c. To submit rigged bids for the award and performance of certain TFT-LCD Products contracts; and

d. To allocate among themselves and collusively reduce the production of TFT-LCD Products.

e. The combination and conspiracy alleged herein has had the following effects, among others:

f. Price competition in the sale of TFT-LCD Products has been restrained, suppressed, and/or eliminated in the United States;

g. Prices for TFT-LCD Products sold by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and

h. Those who purchased TFT-LCD Products directly or indirectly from Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

67. Plaintiff has been injured and will continue to be injured in its business and property by paying more for TFT-LCD Products purchased indirectly from the Defendants and their co-conspirators than he would have paid and will pay in the absence of the combination and conspiracy, including paying more for personal computers and other products in which TFT-LCD Products is a component as a result of higher prices paid for TFT-LCD Products by the manufacturers of those products.

68. Plaintiff and the class are entitled to an injunction against Defendants, preventing and restraining the violations alleged herein.

Second Claim for Relief

(Violation of the California Cartwright Act)

69. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

70. Defendants' contract, combination, trust or conspiracy was centered in, carried out, effectuated and perfected mainly within the State of California, and

1 Defendant's conduct within California injured all members of the Class throughout the
2 United States. Therefore, this claim for relief under California law is brought on behalf of
3 all members of the Class, whether or not they are California residents.

4 71. Beginning at a time presently unknown to Plaintiff, but at least as
5 early as January 1, 1998, and continuing thereafter at least up to December 31, 2005,
6 Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust
7 in restraint of the trade and commerce described above in violation of Section 16720,
8 California Business and Professional Code. Defendants, and each of them, have acted in
9 violation of Section 16720 to fix, raise, stabilize and maintain prices of, and allocate
10 markets for, TFT-LCD Products at supra-competitive levels.

11 72. The aforesaid violations of Section 16720, California Business and
12 Professions Code, consisted, without limitation, of a continuing unlawful trust and concert
13 of action among the Defendants and their co-conspirators, the substantial terms of which
14 were to fix, raise, maintain and stabilize the prices of, and to allocate markets for, TFT-
15 LCD Products.

16 73. For the purpose of forming and effectuating the unlawful trust, the
17 Defendants and their co-conspirators have done those things which they combined and
18 conspired to do, including but in no way limited to the acts, practices and course of conduct
19 set forth above and the following:

- 20 a. to fix, raise, maintain and stabilize the price of TFT-LCD Products;
- 21 b. to allocate markets for TFT-LCD Products amongst themselves;
- 22 c. to submit rigged bids for the award and performance of certain TFT-
23 LCD Products contracts; and
- 24 d. to allocate amongst themselves the production of TFT-LCD Products.

25 74. The combination and conspiracy alleged herein has had, inter alia, the
26 following effects:
27
28

1 a. price competition in the sale of TFT-LCD Products has been
2 restrained, suppressed and/or eliminated in the State of California and throughout the
3 United States;

4 b. prices for TFT-LCD Products sold by Defendants and their co-
5 conspirators have been fixed, raised, maintained and stabilized at artificially high,
6 non-competitive levels in the State of California and throughout the United States;
7 and

8 c. those who purchased TFT-LCD Products from Defendants and their
9 co-conspirators have been deprived of the benefit of free and open competition.

10 75. Plaintiff and the other members of the Class paid supra-competitive,
11 artificially inflated prices for TFT-LCD Products.

12 76. As a direct and proximate result of Defendants' unlawful conduct,
13 Plaintiff and the members of the Class have been injured in their business and property in
14 that they paid more for TFT-LCD Products than they otherwise would have paid in the
15 absence of Defendants' unlawful conduct. As a result of Defendants' violation of Section
16 16720 of the California Business and Professions Code, Plaintiff seeks treble damages and
17 the costs of suit, including reasonable attorneys' fees, pursuant to Section 16750(a) of the
18 California Business and Professions Code.

19 **Third Claim for Relief**

20 **(Violation of the California Unfair Competition Law)**

21 77. Plaintiff incorporates and realleges, as though fully set forth herein,
22 each and every allegation set forth in the preceding paragraphs of this Complaint.

23 78. Defendants' business acts and practices were centered in, carried out,
24 effectuated and perfected mainly within the State of California, and Defendant's conduct
25 within California injured all members of the Class throughout the United States. Therefore,
26 this claim for relief under California law is brought on behalf of all members of the Class,
27 whether or not they are California residents.
28

1 79. Beginning on a date unknown to Plaintiff, but at least as early as
2 January 1, 2002, and continuing thereafter at least up through December 31, 2005,
3 Defendants committed and continue to commit acts of unfair competition, as defined by
4 Sections 17200, et seq. of the California Business and Professions Code, by engaging in the
5 acts and practices specified above.

6 80. This Claim is instituted pursuant to Sections 17203 and 17204 of the
7 California Business and Professions Code, to obtain restitution from these Defendants for
8 acts, as alleged herein, that violated Section 17200 of the California Business and
9 Professions Code, commonly known as the Unfair Competition Law.

10 81. The Defendants' conduct as alleged herein violated Section 17200.
11 The acts, omissions, misrepresentations, practices and non-disclosures of Defendants, as
12 alleged herein, constituted a common continuous and continuing course of conduct of unfair
13 competition by means of unfair, unlawful and/or fraudulent business acts or practices within
14 the meaning of California Business and Professions Code, Section 17200, et seq., including,
15 but not limited to, the following:

16 a. The violations of Section 1 of the Sherman Act, as set forth above;

17 b. The violations of Section 16720, et seq., of the California Business
18 and Professions Code, set above;

19 c. Defendants' acts, omissions, misrepresentations, practices and non-
20 disclosures, as described above, whether or not in violation of Section 16720, et seq.
21 of the California Business and Professions Code, and whether or not concerted or
22 independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent;

23 d. Defendants' act and practices are unfair to consumers of TFT-LCD
24 Products in the State of California and throughout the United States, within the
25 meaning of Section 17200, California Business and Professions Code; and

26 e. Defendants' acts and practices are fraudulent or deceptive within the
27 meaning of Section 17200 of the California Business and Professions Code.
28

1 82. Plaintiff and each of the Class members are entitled to full restitution
2 and/or disgorgement of all revenues, earnings, profits, compensation and benefits which
3 may have been obtained by Defendants as a result of such business acts or practices.

4 83. The illegal conduct alleged herein is continuing and there is no
5 indication that Defendants will not continue such activity into the future.

6 84. The unlawful and unfair business practices of Defendants, and each of
7 them, as described above, have caused and continue to cause Plaintiff and the members of
8 the Class to pay supra-competitive and artificially-inflated prices for TFT-LCD Products.
9 Plaintiff and the members of the class suffered injury in fact and lost money or property as a
10 result of such unfair competition.

11 85. The conduct of Defendants as alleged in this Complaint violates
12 Section 17200 of the California Business and Professions Code.

13 86. As alleged in this Complaint, Defendants and their co-conspirators
14 have been unjustly enriched as a result of their wrongful conduct and by Defendants' unfair
15 competition. Plaintiff and the members of the Class are accordingly entitled to equitable
16 relief including restitution and/or disgorgement of all revenues, earnings, profits,
17 compensation and benefits which may have been obtained by Defendants as a result of such
18 business practices, pursuant to the California Business and Professions Code, Sections
19 17203 and 17204.

20 **Fourth Claim for Relief**

21 **(Violation of State Antitrust and Unfair Competition Laws)**

22 87. Plaintiff incorporates and realleges, as though fully set forth herein,
23 each and every allegation set forth in the preceding paragraphs of this Complaint.

24 88. By reason of the foregoing, defendants have entered into agreements
25 in restraint of trade in violation of Alabama Code §§8-10-1 et seq.

26 89. By reason of the foregoing, defendants have entered into agreements
27 in restraint of trade in violation of Arizona Revised Stat. §§44-1401 et seq.
28

1 90. By reason of the foregoing, defendants have entered into agreements
2 in restraint of trade in violation of California Bus. & Prof. Code §§16700 et seq. and Cal.
3 Bus. & Prof. Code §§17200 et seq.

4 91. By reason of the foregoing, defendants have entered into agreements
5 in restraint of trade in violation of District of Columbia Code Ann. §§28-4503 et seq.

6 92. By reason of the foregoing, defendants have entered into agreements
7 in restraint of trade in violation of Iowa Code §§553.1 et seq.

8 93. By reason of the foregoing, defendants have entered into agreements
9 in restraint of trade in violation of Kansas Stat. Ann. §§50-101 et seq.

10 94. By reason of the foregoing, defendants have entered into agreements
11 in restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§1101 et seq.

12 95. By reason of the foregoing, defendants have entered into agreements
13 in restraint of trade in violation of Michigan Comp. Laws. Ann. §§445.773 et seq.

14 96. By reason of the foregoing, defendants have entered into agreements
15 in restraint of trade in violation of Minnesota Stat. §§325D.52 et seq.

16 97. By reason of the foregoing, defendants have entered into agreements
17 in restraint of trade in violation of Mississippi Code Ann. §75-21-1 et seq.

18 98. By reason of the foregoing, defendants have entered into agreements
19 in restraint of trade in violation of Nebraska Rev. Stat. §§59-801 et seq.

20 99. By reason of the foregoing, defendants have entered into agreements
21 in restraint of trade in violation of Nevada Rev. Stat. Ann. §§598A et seq.

22 100. By reason of the foregoing, defendants have entered into agreements
23 in restraint of trade in violation of New Mexico Stat. Ann. §§57-1-1 et seq.

24 101. By reason of the foregoing, defendants have entered into agreements
25 in restraint of trade in violation of North Carolina Gen. Stat. §§75-1 et seq.

26 102. By reason of the foregoing, defendants have entered into agreements
27 in restraint of trade in violation of North Dakota Cent. Code §§51-08.1-01 et seq.
28

103. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of the Pennsylvania common law.

104. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of South Dakota Codified Laws Ann. §§37-1 et seq.

105. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Tennessee Code Ann. §§47-25-101 et seq.

106. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Vermont Stat. Ann. 9 §§2453 et seq.

107. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of West Virginia §§47-18-1 et seq.

108. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Wisconsin Stat. §§133.01 et seq.

109. Class Members in each of the states listed above paid supra-competitive, artificially inflated prices for TFT-LCD Products. As a direct and proximate result of Defendants' unlawful conduct, such members of the Class have been injured in their business and property in that they paid more for TFT-LCD Products than they otherwise would have paid in the absence of Defendants' unlawful conduct.

Fifth Claim for Relief

(Violation of State Consumer Protection and Unfair Competition Laws)

110. Plaintiff incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

111. Defendants engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the state consumer protection and unfair competition statutes listed below.

112. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Alaska Stat. §§45.50.471 et seq.

113. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Arkansas Code §4-88-101 et seq.

1 114. Defendants have engaged in unfair competition or unfair or deceptive
2 acts or practices in violation of California Bus. & Prof. Code §17200 et seq.

3 115. Defendants have engaged in unfair competition or unfair or deceptive
4 acts or practices in violation of District of Columbia Code §28-3901 et seq.

5 116. Defendants have engaged in unfair competition or unfair or deceptive
6 acts or practices in violation of Florida Stat. §501.201 et seq.

7 117. Defendants have engaged in unfair competition or unfair or deceptive
8 acts or practices in violation of Hawaii Rev. Stat. §480 et seq.

9 118. Defendants have engaged in unfair competition or unfair or deceptive
10 acts or practices in violation of Idaho Code §48-601 et seq.

11 119. Defendants have engaged in unfair competition or unfair or deceptive
12 acts or practices in violation of Kansas Stat. §50-623 et seq.

13 120. Defendants have engaged in unfair competition or unfair or deceptive
14 acts or practices in violation of Louisiana Rev. Stat. §51:1401 et seq.

15 121. Defendants have engaged in unfair competition or unfair or deceptive
16 acts or practices in violation of 5 Maine Rev. Stat. §207 et seq.

17 122. Defendants have engaged in unfair competition or unfair or deceptive
18 acts or practices in violation of Montana Code §30-14-101 et seq.

19 123. Defendants have engaged in unfair competition or unfair or deceptive
20 acts or practices in violation of Nebraska Rev. Stat. §59-1601 et seq.

21 124. Defendants have engaged in unfair competition or unfair or deceptive
22 acts or practices in violation of New Mexico Stat. §57-12-1 et seq.

23 125. Defendants have engaged in unfair competition or unfair or deceptive
24 acts or practices in violation of New York Gen. Bus. Law §349 et seq.

25 126. Defendants have engaged in unfair competition or unfair or deceptive
26 acts or practices in violation of North Carolina Gen. Stat. §75-1.1 et seq.

27 127. Defendants have engaged in unfair competition or unfair or deceptive
28 acts or practices in violation of Oregon Rev. Stat. §646.605 et seq.

128. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Rhode Island Gen. Laws. §6-13.1-1 et seq.

129. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of South Carolina Code Laws §39-5-10 et seq.

130. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Utah Code §13-11-1 et seq.

131. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 9 Vermont §2451 et seq.

132. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of West Virginia Code §46A-6-101 et seq.

133. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Wyoming Stat. §40-12-105.

134. Class Members in the states listed above paid supra-competitive, artificially inflated prices for TFT-LCD Products. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the members of the Class have been injured in their business and property in that they paid more for TFT-LCD Products than they otherwise would have paid in the absence of Defendants' unlawful conduct.

Sixth Claim for Relief

(Unjust Enrichment and Disgorgement of Profits)

135. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

136. Defendants have been unjustly enriched through overpayments by Plaintiff and Class members and the resulting profits.

137. Under common law principles of unjust enrichment, Defendants should not be permitted to retain the benefits conferred via overpayments by Plaintiff and Class members.

1 138. Plaintiff seek disgorgement of all profits resulting from such
2 overpayments and establishment of a constructive trust from which Plaintiff and Class
3 members may seek restitution.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays:

6 1. That the Court determine that the Sherman Act, state antitrust law,
7 and state consumer protection and/or unfair competition law claims alleged herein may be
8 maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of
9 Civil Procedure;

10 2. That the unlawful conduct, contract, conspiracy or combination
11 alleged herein be adjudged and decreed to be:

12 a. A restraint of trade or commerce in violation of Section 1 of the
13 Sherman Act, as alleged in the First Claim for Relief;

14 b. An unlawful combination, trust, agreement, understanding, and/or
15 concert of action in violation of the state antitrust laws identified in the Second and
16 Fourth Claims for Relief herein;

17 c. Violations of the state consumer protection and unfair competition
18 laws identified in the Third and Fifth Claims for Relief herein; and

19 d. Acts of unjust enrichment as set forth in the Sixth Claim for Relief
20 herein.

21 3. That Plaintiff and the Class recover damages, as provided by federal
22 and state antitrust laws, and that a joint and several judgment in favor of Plaintiff and the
23 Class be entered against the Defendants in an amount to be trebled in accordance with such
24 laws;

25 4. That Defendants, their affiliates, successors, transferees, assignees,
26 and the officers, directors, partners, agents, and employees thereof, and all other persons
27 acting or claiming to act on their behalf, be permanently enjoined and restrained from in
28 any manner: (1) continuing, maintaining, or renewing the conduct, contract, conspiracy or

1 combination alleged herein, or from entering into any other conspiracy alleged herein, or
2 from entering into any other contract, conspiracy or combination having a similar purpose
3 or effect, and from adopting or following any practice, plan, program, or device having a
4 similar purpose or effect; and (2) communicating or causing to be communicated to any
5 other person engaged in the sale of TFT-LCD Products, information concerning bids of
6 competitors;

7 5. That Plaintiff be awarded restitution, including disgorgement of
8 profits obtained by Defendants as a result of their acts of unfair competition and acts of
9 unjust enrichment;

10 6. That Plaintiff and members of the Class be awarded pre- and post-
11 judgment interest, and that that interest be awarded at the highest legal rate from and after
12 the date of service of the initial complaint in this action;

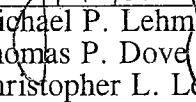
13 7. That Plaintiff and members of the Class recover their costs of this
14 suit, including reasonable attorneys' fees as provided by law; and

15 8. That Plaintiff and members of the Class have such other, further, and
16 different relief as the case may require and the Court may deem just and proper under the
17 circumstances.

18 Dated: December 12, 2006

Respectfully submitted,

19
20 By:



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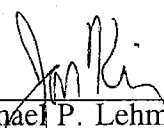
JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury for all issues so triable.

Dated: December 12, 2006

Respectfully submitted,

By:


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